

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
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T.C. #: MA-540
Title: WESTERN STATES CONTRACTING ALLIANCE
TIRES, TUBES & SERVICES
This is a non-exclusive contract.

CONTRACT TERM	FROM	MARCH 1, 2008	CONTRACT STATUS	NEW ()
	TO	FEBRUARY 28, 2009		RENEW (xx)
VENDOR ADDRESS	THE GOODYEAR TIRE & RUBBER CO 1144 E MARKET ST. DEPT. 709 AKRON, OH 44316-0001		ORDER ADDRESS	
ATTN:	DEBBIE FREAR		ATTN:	
PHONE:	330-796-4603		PHONE:	
FAX:	330-796-3404		FAX:	
E-MAIL:	Debbie_Frear@goodyear.com		E-MAIL:	

PRICES: PER CONTRACT

DELIVERY: PER CONTRACT

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS: Authorized dealers listed on page 7. Current pricing can be found on the following site:

http://www.aboutwsca.org/contracts/files/Goodyear_Utah_PriceBook.pdf.

WSCA

RHONDA R. GRANDY, Contracts Officer

Date:

AUTHORIZED SIGNATURE

TIRES, LUBES & SERVICES

This document represents an overview of the Western States Contracting Alliance Tires, Lubes & Services. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Utah on behalf of WSCA.

2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Tires, Tubes and Services.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Debbie Frear
1144 E. Market St. Dept. 709
Akron, OH 44316
Phone: 330-796-4603
Fax: 330-796-3404
Email: Debbie_Frear@goodyear.com

State Liaison

Rhonda R. Grandy
State of Montana, General Services Division, State Procurement Bureau
125 N. Roberts, Mitchell Bldg., Room 165
Helena, MT 59620
Phone: 406-444-3320
Fax: 406-444-2529
Email: rhgrandy@mt.gov

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5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the authorized supply point for all required products. The purchase order must reference the contract number WSCA MA-540 and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

6.0 CONTRACT TERM

This contract shall take effect on March 1, 2008 and terminate on February 28, 2009 unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.) The original contract term was from October 24, 2007 through February 28, 2008.

7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years.

TIRES, LUBES AND SERVICES

WESTERN STATES CONTRACTING ALLIANCE PARTICIPATING ADDENDUM FOR TIRES, TUBES & SERVICES

Between

The State of Montana and The Goodyear Tire & Rubber Co.

This Participating Addendum will add the State of Montana as a Participating State to purchase from the WSCA Price Agreement, Number MA540, with The Goodyear Tire Co.

1. Scope: This addendum covers Tires, Tubes and Tire Related Services for State Agencies and Political Subdivisions.
2. Changes: (To address any State Specific Changes).

A. ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

B. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Hold Harmless and Indemnification. The contractor shall protect, defend, and save the state, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by third parties on account of damage to property, personal injury, or death which injury, death, or damage, in whole or in part, arises out of services performed or omissions of services or in any way results from the negligent acts or omissions of the contractor, its agents, agents, or subcontractors.

C. Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

The contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, including garagekeeper's liability of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors. Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insured's; for liability arising out of all activities performed by or on behalf of the contractor.

Specific Requirements for Commercial Auto Liability: The contractor shall purchase and maintain occurrence coverage with limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors. (Insert for automobile only) Additional Insured Status: The State, its officers, officials, employees, and

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volunteers are to be covered as additional insured's for automobiles leased, hired, or borrowed by the contractor.

Specific Requirements for Workers' Compensation: Contractors are required to maintain workers' compensation insurance or an independent contractor's exemption covering the contractor and/or employees while performing work for the State of Montana in accordance with §39-71-120/401/405, Montana Code Annotated. Neither the contractor nor its employees are employees of the state. This insurance/exemption must be valid for the entire contract period.

Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the state, its officers, employees, or volunteer; or 2) at its own expense, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Insurance is to be placed with an insurer with a Best's rating of no less than A-. All certificates and endorsements are to be received by the state prior to the provision of a service or purchase of a product. The state reserves the right to require complete copies of insurance policies at all times.

Primary Contact: The primary state government contact for this participating addendum is as follows:

Contact: Rhonda R. Grandy

State/Political Entity: Montana

Address: 125 N Roberts, Mitchell Bldg

City, State, Zip: Helena, MT 59620

Phone: 406-444-3320

Fax: 406-444-2529

Email: rhgrandy@mt.gov

CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

C. TERMINATION OF CONTRACT

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum whole or in part without cause.

D. PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

E. **Contract Number:** The contract number for the Participating State is MA540

This participating addendum and the WSCA Master Price Agreement, Number MA540 , (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby

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rejected. The terms and conditions of this Addendum and the Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: State of Montana

By: General Services Division

Name: Marvin Eicholtz

Title: Administrator

Date:

By: _____

Name: Rhonda R. Grandy Name: _____

Title: Contracts Officer Title: _____

Date: October 1, 2007 Date: _____

Contractor: The Goodyear Tire & Rubber Co

By: _____

Name: Debbie Frear

Title:

Date: _____

By: _____

TIRES, LUBES AND SERVICES

AUTHORIZED DEALERS

The Tire Guys, Inc. d/b/a Tire-Rama
1401 Industrial Avenue
Billings, MT 59101
Phone: (406) 245-4006 Fax: (406) 245-0257
Contact Name: Trent Fuhrman
Email Address: trentf@tirerama.com
Federal Tax ID#: 81-0368935

Muffler Stop, Inc. d/b/a J. C. Tire
P.O. Box 908
Columbus, MT 59019
Phone: (406) 322-5389 Fax (406) 322-4815
Contact Name: John Christl
Email Address: jacmt_59105@aol.com
Federal Tax ID#: 81-0505938

Patacini Tire
12 E. Legion
Whitehall, MT 59759
Phone: (406) 287-5682 Fax: (406) 287-3433
Contact Name: Sue Patacini
Email Address: patacini@hotmail.com
Federal Tax ID#: 81-0406770

Tire Rama
2501 W. Towne
Glendive, MT 59330
Phone: (406) 377-4304 Fax: (406) 377-4191
Contact Name: Drew Wanner
Email Address: GL903@tirerama.com
Federal Tax ID#: 81-0368935

Whalen Tire
P.O. Box 16107
3002 W. Broadway
Missoula, MT 59808
Phone: (406) 721-1030 Fax: (406) 721-7281
Contact Name: Connie Frost-LaVaute
Email Address: Connie@whalentire.com
Federal Tax ID#: 81-0471200

Wingfoot Comercial Tire Systems, LLC
1000 South 21st Street
Fort Smith, AR 72901
Phone: (479) 788-6435 Fax: (479) 788-6486

Contact Person: Paul E. Gage
Email: pgage@wingfootct.com
Federal Tax ID#: 31-1735402

Lisac's Tire Inc
2200 Yale Ave
Butte, MT 59701
Phone: 406-782-4294
Fax: 406-782-4297
Contact Name: Mark Lisac
Email Address: lisactire@rfwave.net
Federal Tax ID#: 81-0307669